

## **The Center for Innovation in Vision and Optics**

### **Participation Agreement**

This Agreement, effective on \_\_\_\_\_ (Feb 1<sup>st</sup>, 2018), is by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California Corporation, on behalf of its Berkeley campus, acting through its Industry Alliances Office, 2150 Shattuck Ave., 10<sup>th</sup> Floor, Berkeley, CA, 94704-6701 (hereinafter referred to as “California”) and Futurewei Technologies, Inc., having a principal place of business at 2330 Central Expressway, Santa Clara, CA 95050 (hereinafter referred to as “Industrial Member”). This Agreement will govern the conditions of membership in the Center for Innovation in Vision and Optics (CIVO).

**Whereas**, CIVO requires funding to sustain its operations, and

**Whereas**, CIVO industrial members have provided support of CIVO in order to secure certain benefits available only through this CIVO Participation Agreement (“Industrial Members”), and

**Whereas, Futurewei Technologies, Inc** is desirous of becoming a CIVO Industrial Member, and

**Whereas**, as used in this agreement, "CIVO Researchers" are students and/or employees of UC who participate in CIVO research and projects, and

**Whereas**, a primary goal of CIVO is timely and broad scientific dissemination of all worthy scientific results produced by CIVO researchers for the advancement of science; with venues for such dissemination anticipated to include scientific conferences and other technical meetings, refereed scientific and technical journals, and workshops, and

**Whereas**, while the information generated by CIVO researchers may relate to commodities that are controlled under the Export Administration Regulation (EAR) or the International Traffic in Arms Regulation (ITAR), this information is produced through fundamental research performed at the University, and such research is likely to involve persons other than U.S. citizens in its creation and further development at the University, and

**Now, therefore**, the parties agree as follows:

#### **ARTICLE 1: RESEARCH AREAS**

1.1 CIVO Researchers will conduct research in the areas of visual displays, advanced optics for displays, applications of displays, advanced optics for diagnosis and treatment of eye disease,

high-resolution imaging of ocular structures including the retina, development of novel optical devices to investigate and treat visual dysfunction (myopia, presbyopia, amblyopia), measurement of eye movements, measurement of ocular dimensions, and targeted delivery of light to the retina. Topics of CIVO research will vary as the field develops and as suggested by the Industrial Advisory Board defined in Article 2 below.

## **ARTICLE 2: PROGRAM MANAGEMENT**

2.1 CIVO shall be managed by a CIVO Director, who at the time of execution of this Agreement is Professor Martin Banks. CIVO Faculty shall consist of faculty of the University of California at Berkeley who are members of CIVO's executive committee. The executive committee shall be advised by an Industrial Advisory Board comprised of at most two representatives of each Industrial Member and is exclusive to CIVO Researchers and CIVO Industrial Members ("Industrial Advisory Board" or "IAB").

## **ARTICLE 3: COST**

3.1 Industrial Member will provide to California an annual membership fee of \$62,500 to support CIVO ("Annual Membership Fee"). Any change to such fee will not apply to membership periods previously paid, and can only be made by written amendment to Appendix A to this Agreement. Industrial Member shall make initial payment of at least half the Annual Membership Fee upon execution of this agreement, and thereafter annually on the anniversary of the Effective Date. Annual Membership Fee shall not be retroactively changed nor changed for future periods except on Anniversary of Effective Date.

3.2 Checks payable to **The Regents of the University of California**, indicating the purpose of the payment ("**CIVO Membership**") should be sent to:

Contracts and Grants Accounting  
ATTN: Manager  
2195 Hearst Avenue, Room 130  
Mail Code 1103  
University of California  
Berkeley, California 94720-1103

Alternatively, provisions for wire transfer payment to Contracts and Grants Accounting with purpose indicated ("**CIVO Membership**") may be directed as follows:

Payments made by wire transfer may be directed as follows:

Bank Address:  
Bank of America  
100 West 33rd Street  
New York, NY 10001  
Bank Contact:  
Terry Peach  
Voice (800) 233-8820 x 57350  
Fax (877) 886-6189  
[theresa.a.peach@bankofamerica.com](mailto:theresa.a.peach@bankofamerica.com)

Account Title: Regents of the University of California  
Type of Account: Checking Account  
Account Number: 0175380001  
Wire ABA/Routing Transit Number: 026009593  
Swift Code: BOFA US3N

DUNS Number: 124726725  
California Tax ID Number: 946002123  
DFAS Cage Code: 50853

#### **ARTICLE 4: MEMBERSHIP ELIGIBILITY AND BENEFITS**

4.1 All corporations with demonstrated development expertise in CIVO research areas and with legal standing in the U.S. are eligible for membership as a CIVO Industrial Member. The CIVO executive committee may, subject to U.S. and State of California law and University of California policy, change or make exceptions to the eligibility criteria.

4.2 Industrial Member will receive the following benefits in consideration of its support. These benefits will extend, upon approval of the CIVO executive committee, to Affiliates of the Industrial Member ("Affiliate" herein means any corporation or other legal entity in which Industrial Member owns at least fifty percent (50%) or more of the voting capital shares or any other legal entity without voting capital shares in which Industrial Member has at least a fifty percent (50%) interest in the profits and losses):

- a. Each CIVO Industrial Member will receive direct access to all new and electronically archived CIVO-supported publications from CIVO Faculty. They will also receive direct access to other publications deemed by CIVO Faculty to be relevant for CIVO Members, as they are accepted for publication. These materials include meeting abstracts, dissertations, videos, and papers appearing in

peer-reviewed literature. Pre-published data resulting from CIVO-supported research, as well as other materials deemed by CIVO Faculty to be relevant for CIVO members, will also be posted as they are completed. Examples include manuscripts or abstracts that have just been submitted. All materials will be made available through the password-protected website, or upon request, via hardcopy of electronic storage media. The intent is to give CIVO Industrial Members the opportunity to identify areas of interest early. Use of such publications and pre-published data is subject to Article 5 of this Agreement.

- b. Exclusive access to data repository containing CIVO Researcher data sets, to be added by CIVO Researchers as they become available for release. Industrial Member use of such data sets is subject to Article 5 and Article 8 of this Agreement.
- c. Exclusive access to online CIVO resume bank.
- d. Attendance at CIVO Industrial Members-only, semi-annual research review meetings held at the UC Berkeley campus to review, assess, critique, and advise on recent, not yet published or publishable, research results. Attendance at these meetings is limited to seven employees of each Industrial Member.
- e. Exclusive optimized and tailored notifications of CIVO-related lectures, events, workshops, and other similar informational sessions.
- f. Opportunity to influence the research topics of CIVO through representation on the Industrial Advisory Board or IAB. The IAB shall meet with CIVO Faculty at least once a year.
- g. The right to use, subject to California's valid copyright and patent rights, all reports, data, and information made available by CIVO, so long as CIVO is acknowledged as the source of this information, and Prepublication Data is protected according to Article 5.
- h. Early access to intellectual property developed by CIVO Researchers in the course of the research conducted using the membership fees of Industrial Members, as set forth in Article 7 of this Agreement.
- i. Assistance in facilitating applications to and administration of joint research programs, with CIVO Directors, funded by agencies of the U.S. and State Government. Any joint or collaborative research conducted between the parties shall be defined and governed by such separate Sponsored Project Agreements.
- j. The opportunity to send a Visiting Industrial Fellow ("VIF") to CIVO for in-residence research for a nominal fee of \$12,000 per year, or fraction thereof where one full year represents 240 days.

(i) A VIF is a full-time employee of the Industrial Member, paid by the Industrial Member, with health insurance and other benefits provided by the Industrial Member, who participates in research projects supported with CIVO funds at the University of California, Berkeley. Industrial Member may request

that one (1) VIF participate in CIVO at a time. A VIF is required to sign the University VIF agreement attached as Appendix A.

(ii) The Visiting Industrial Fellow will need to be approved, sponsored and advised by a specific CIVO Faculty member. Research products and intellectual property arising from in-residence research will be considered CIVO Data and rights to inventions arising under such research will be as per California guidelines.

- k. Attendance, with prior approval, at regularly-held, internal, technical CIVO Faculty meetings (for example, regularly scheduled lab meetings of CIVO Faculty)..
- l. Recognition as a Sponsor at CIVO events.
- m. Industrial Members who join within one (1) year of CIVO's establishment shall be identified and credited as a "Founding Partner" at CIVO meetings and events.
- n. Access to clinical resources available at the University Eye Center and the School of Optometry. Such access must first be approved by the CIVO Co-directors and shall be supervised by a CIVO Researcher, and shall be handled in accordance with California's policies and requirements regarding patient privacy.
- o. Exclusive opportunity to provide additional funding towards a directed collaborative research project. Such "Collaboration Projects" shall be as defined and documented by the CIVO Researcher who will advise the Collaboration Project. Each Collaboration Project shall have a project period of one year from project's start date, renewable upon mutual written agreement. Intellectual property arising from a Collaboration Project shall be shared amongst CIVO Industrial Members in accordance with the IP terms for all CIVO-supported Inventions and Works as provided in Article 7 of this Agreement. The Collaboration Project fee shall be determined in good faith between the requesting Industrial Member and the CIVO Researcher, added to the Annual Membership, and paid under the same procedure and schedule as described in Section 3, taking into consideration an outlined budget based on the needs of the proposed Collaboration Project. Collaboration Projects may include clinical studies as referenced in 4.2(m) of this Agreement.
- p. The opportunity to sponsor and fund separate sponsored research projects with CIVO Researchers after mutual agreement between the parties. Should Industrial Member and a CIVO Researcher choose to develop a research project, separate from shared CIVO research and under a specific budget and scope of work, such arrangement shall be considered sponsored research ("Sponsored Research"). Sponsored Research projects shall be governed by a separate sponsored research agreement, and Industrial Member shall be responsible for full indirect and direct costs. Intellectual property rights to inventions conceived and reduced to practice during the performance of a Sponsored Research project shall not be considered a

CIVO-supported Invention with shared intellectual property as set forth in Articles 7.2-7.8 of this Agreement. Rather, Sponsored Research intellectual property shall be governed by a separate agreement, the terms of which shall be negotiated in good faith and reflective of The University of California's research policies.

## **ARTICLE 5: CONFIDENTIALITY**

5.1 During the period of Industrial Members' participation in CIVO under the terms of this Agreement, California may provide Industrial Member certain Prepublication Data related to the research activities of CIVO researchers. As used herein, Prepublication Data means results of research including but not limited to that presented by CIVO to Industrial Member at CIVO research review meetings, that has not yet been published by the researchers at the time of such presentation or other disclosure to Industrial Member. Prepublication Data may be oral, visual, or written, and may also include information provided or delivered by electronic means, including the CIVO website. If written, it shall be clearly marked "Prepublication Data." If disclosed orally or visually, the material considered Prepublication Data shall be identified at the time of disclosure and shall be so designated in writing to Industrial Member within thirty (30) days of its original disclosure.

5.2 Prepublication Data shall be disclosed to Industrial Members for their review by CIVO Researchers through password-protected web access. This early disclosure is intended to allow Industrial Member to review the Prepublication Data for areas of interest and to allow Industrial Member to provide advice and direction regarding CIVO research programs. Nothing in this Agreement grants Industrial Member any rights to further modify, prevent, or delay CIVO researchers' publications. Industrial Member's rights regarding publications are subject to Article 8 of this Agreement.

5.3 With regards to Prepublication Data, Industrial Member agrees

- a. to receive Prepublication Data in order to provide advice and direction regarding CIVO research programs;
- b. to safeguard Prepublication Data against disclosure to others with the same degree of care as it exercises with its own data of similar nature;
- c. to disclose Prepublication Data only to employees, agents, or consultants who are bound to Industrial Member by a like obligation of confidentiality, unless expressly permitted by California in writing; and
- d. to maintain Prepublication Data in confidence for one (1) year from the date that such is disclosed, even if Industrial Member is no longer a member of CIVO

5.4 During the period of Industrial Member's participation in CIVO under the terms of this Agreement, California may provide Industrial Member with Invention and Works ("Disclosures"). As used herein, Disclosures means written descriptions of Inventions and Works (as defined in Sec. 7.2) provided by California's Office of Technology Licensing ("OTL") to Industrial Member.

5.5 With regard to Disclosures, Industrial Member agrees:

- a. to receive Disclosures for the sole purpose of evaluating its interest in obtaining a commercial license from California;
- b. to safeguard Disclosures against disclosure to others with the same degree of care as it exercises with its own data of similar nature; and
- c. to disclose Disclosures only to employees, agents, or consultants who require access to the Disclosures in order to evaluate Industrial Member's interest in obtaining a commercial license from California, provided such employee, agent, or consultant is bound to Industrial Member by a like obligation of confidentiality, unless expressly permitted by California in writing; and
- d. to maintain Disclosures in confidence, even if Industrial Member is no longer a member of CIVO

5.6 Industrial Member shall not be prevented from using or disclosing any Prepublication Data or Disclosures which:

- a. Industrial Member can demonstrate by written record was in its possession prior to receipt from California;
- b. is now, or becomes in the future, public knowledge other than through acts or omissions of Industrial Member;
- c. is lawfully obtained by Industrial Member from sources independent of California;
- d. is required to be disclosed by operation of law, provided that California has received advanced written notice of the proposed disclosure by the Industrial Member; or
- e. is disclosed by California to a third party without a nondisclosure obligation.
- f.. is independently developed by or for Industrial Member

5.7 It is further agreed that nothing in this Agreement, including the furnishing of Prepublication Data or Disclosures to Industrial Member, will constitute any grant or license to Industrial Member under any legal rights now or hereinafter held by California.

## **ARTICLE 6: TERM AND TERMINATION**

6.1 This Agreement will remain in effect for three (3) years from Effective Date or until terminated by either party, whichever occurs first.

6.2 Because research of the type to be done by CIVO takes time and research results may not be obvious immediately, Industrial Member is expected to join CIVO with the intention of remaining a fee-paying member for at least three years. However, either party may terminate membership by written notice to the other at least thirty (30) days prior to the end of the current fiscal year, and fees for the following year will not be due. Notice should be sent to the University and Industrial Member Financial/Administrative Contacts identified in Articles 3 and 10 of this Agreement.

## **ARTICLE 7: LICENSING**

7.1. CIVO is a collaborative research effort, with several partner companies providing CIVO's research funding. It is focused on long-term, pre-competitive research. As such, CIVO is not expected to conduct narrowly targeted development efforts for the direct commercial benefit of CIVO industrial members. It is understood that the Industrial Member's funds are being pooled with all the other CIVO industrial members. In consideration of the collaborative nature of this project, Industrial Members have rights to CIVO intellectual property as follows:

7.2 All inventions conceived and first reduced to practice in the course of research conducted by CIVO under this Agreement and funded solely by CIVO membership fees ("Invention"), and all patent rights thereto, and all copyright interests in works first authored in the course of research conducted by CIVO Researchers under this Agreement and funded solely by CIVO membership fees ("Works"), will belong to California subject to California's legal obligations under Federal and State law and contracts to which California is bound. California will promptly make a report to Industrial Member of any Disclosure as set forth in Sec. 5.4 of this Agreement.

7.3 **Non-Exclusive Research License.** California shall grant to each CIVO Industrial Member who is an Industrial Member at the time an Invention or Work is disclosed an irrevocable, non-exclusive, royalty-free, non-commercial license to use such Inventions and/or Works for internal research purposes.

7.4 **Commercial License (Excluding Fields of Therapeutics or Diagnostics).**

(a) **Non-Exclusive License.** Industrial members who are CIVO Industrial Members at the time an Invention or Work is disclosed may request to California in writing within ninety (90) days of Industrial Member's receipt of Disclosure ("Review Period"), a commercial non-exclusive, fee-free, royalty-free license to such Invention or Work, excluding Inventions and Works in the field of Therapeutics or the field of Diagnostics. Such license shall include a requirement to share patenting costs for such Invention on a prorated basis with all other CIVO industrial member licensees of such Invention.



(b) **Exclusive License.** Within the Review Period, Industrial Member may also request to negotiate an exclusive royalty-bearing commercial license to such Invention or Work, excluding those in the field of Therapeutics or Diagnostics. If no other CIVO industrial member requests a commercial non-exclusive royalty-free license to the Invention or Work by the end of the Review Period, Industrial Member shall have six (6) months from the end of the Review Period to conclude a license agreement with California. Such period may be extended by six (6) months by mutual written agreement.

(c) If, after the Review Period, no CIVO industrial member has requested or requested to negotiate a license, California will be free to dispose of rights to such Invention or Work in accordance with California's policies, with no further obligation to industrial members.

(d) If one or more CIVO industrial members expresses a desire to exclusively option or license an Invention and/or Work, California will make its decision on who and how to license per Article 7.6 of this Agreement.

**7.5 Commercial License In The Fields of Therapeutics or Diagnostics.**

(a) **Exclusive License or Option.** In addition to Article 7.4 of this Agreement, each CIVO industrial member who is an industrial member at the time an Invention or Work is disclosed may advise California in writing within the Review Period whether or not it wishes to negotiate an exclusive option agreement or an exclusive royalty-bearing commercial license with California for Inventions and/or Works in the field of Therapeutics or Diagnostics. Option agreements shall be time-limited for six (6) months, fee-bearing (including repayment of prorated patent costs), and have diligence requirements. The Industrial Member shall have six (6) months from the date of election to conclude a license or option agreement with California. Such period may be extended by six (6) months by mutual written agreement and include an option fee.

(c) If, after the Review Period, no CIVO industrial member has requested to negotiate an exclusive license or option in the fields of Therapeutics or Diagnostics, California will be free to dispose of rights to such Invention or Work in accordance with California's policies, with no further obligation to industrial members.

(d) If one or more CIVO industrial members expresses a desire to exclusively option or license an Invention and/or Work, California will make its decision on who and how to license per Article 7.6 of this Agreement.

**7.6 Granting of Exclusive License.** If one or more CIVO industrial members expresses a desire to exclusively option or license an Invention and/or Work, California will make its decision on who and how to license based upon commercialization plans submitted by all interested CIVO industrial members. In making its decision, and at its own discretion, California will consider several forms of licensing such as: (a) exclusive field of use, (b) shared exclusivity where mutually exclusive fields of use will not be defined, or (c) if a satisfactory agreement cannot be reached with those CIVO industrial members requesting an exclusive option or license, then California will offer to negotiate, in good faith, for a non-exclusive, royalty-bearing

license limited to those CIVO industrial members who have requested a license. If California grants more than one exclusive option or license, the patent costs will be divided equally among the option or licensed parties from the effective date of each subsequently granted option or license agreement.

**7.7 Patent Costs.** If Industrial Member elects to negotiate an option or license with respect to a particular Invention and/or Work, Industrial Member shall agree to assume all patent costs (if under exclusive option or license) or a proportionate share of such costs (if there are multiple licensees) associated with filing and prosecuting patent applications for such Invention, and maintaining any patents issuing therefrom.

**7.8 Licensing Under Sponsored Research.** As per Article 4.2(p) of this Agreement, if an Industrial Member and CIVO researcher choose develop a research project separate from CIVO research under a specific budget and scope of work, such arrangement shall be considered Sponsored Research. Industrial Member shall pay the full direct and indirect cost of the Sponsored Research project. Industrial Member's rights to inventions conceived and first reduced to practice in the course of the Sponsored Research project shall be governed under separate Sponsored Research agreement, to be negotiated in good faith prior to the commencement of such Sponsored Research project.

## **ARTICLE 8: PUBLICATION**

Subject to Article 9 below, California will have the right to copyright, publish, disclose, disseminate and use, in whole or in part, any data or information received or developed under this Agreement. Copies of any proposed publication will be provided to Industrial Member concurrently with submission for publication, for Industrial Member's review. During this review period, Industrial Member may also identify patentable inventions for which it requests that California file for patent protection. California may delay publication for an additional sixty (60) for the filing of such patent application.

## **ARTICLE 9: USE OF NAME**

Except as required by law, Industrial Member agrees not to use the name "The Regents of the University of California," the name of any campus of the University of California, the Center for Innovation in Vision and Optics, or any abbreviation or derivative thereof in any advertisement, publicity, or other release, with reference to this Agreement or any product or service resulting from this Agreement, without the prior written consent of an authorized representative of California. Except as required by law, California agrees not to use the name of Industrial Member or any abbreviation or derivative thereof in any advertisement, publicity or other release, with reference to this Agreement or any product or service resulting from this Agreement, without the prior written consent of Industrial Member.

## **ARTICLE 10: NOTICES**

Notices under this Agreement shall be rendered to:

For California:

Official Notices:

Industry Alliances Office  
University of California  
2150 Shattuck Ave., 10<sup>th</sup> Floor  
Berkeley, CA 94704-6701  
Attn: Janina Maniaol  
(510) 643-6083  
[jmaniaol@berkeley.edu](mailto:jmaniaol@berkeley.edu)

CIVO Administrative Contact:

CIVO Executive Director  
University of California  
360 Minor Hall  
Berkeley, CA 94720-2020  
(510) 642-7679  
[execdirector@civo.berkeley.edu](mailto:execdirector@civo.berkeley.edu)

For Industrial Member:

Official Notices:

Patricia Leichliter  
Futurewei Technologies, Inc.  
2330 Central Expressway,  
Santa Clara, CA, 95050  
[tish.shute@huawei.com](mailto:tish.shute@huawei.com)  
646 753 0539

Financial Contact:

Wendy Liu  
Futurewei Technologies Inc.  
2330 Central Expressway  
Santa Clara, CA, 95050  
[wendy@huawei.com](mailto:wendy@huawei.com)  
408 249 7111

## **ARTICLE 11: EXPORT CONTROL**

Neither Party shall disclose to the other any confidential information that is technology as defined in 15 CFR 774, or technical data as defined in 22 CFR 121, unless and until the other Party agrees in writing to receive such export controlled information.

## ARTICLE 12: ENTIRE AGREEMENT

This Agreement states the entire contract between the parties in respect to the subject matter of this agreement and supersedes any previous or contemporaneous written or oral representations, statements, negotiations, or agreements. This Agreement may be modified only by written agreement executed by authorized representatives of both parties.

## ARTICLE 13: GOVERNING LAW

This Agreement shall be interpreted in accordance with the laws of the State of California without regard to its conflict of laws provisions.

In witness whereof, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

<b>Futurewei Technologies, Inc</b>  By: <u>Jason Chao</u>    Date: <u>Dec 8, 2017</u>	<b>The Regents of the University of California</b>  By: <u>Eric Giegerich</u>  <del>Associate Director</del> Industry Alliances Office  Date: <u>Dec 15, 2017</u>  <b>Eric Giegerich</b> <b>Director</b> <b>Industry Alliances Office</b>
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## **APPENDIX A: UC Patent Acknowledgement**

(Visitor Employed by a Third Party)

This acknowledgment is made by me to The Regents of the University of California, a corporation, hereinafter called "University," in part consideration of my appointment, and of wages and/or salary to be paid to me during any period of my appointment by University, if any, and/or utilization of University research facilities and/or my involvement in project(s) supported by the University and/or receipt of gift, grant, or contract research funds through the University.

I acknowledge my obligation to promptly report and fully disclose the conception and/or reduction to practice of potentially patentable inventions to the U.C. Berkeley Office of Technology Licensing. Such inventions shall be examined by the University to determine rights and equities therein in accordance with the Policy. I shall promptly furnish University with complete information with respect to each.

I acknowledge my obligation to assign to the University inventions and patents that I conceive or develop while employed at the University or during the course of my utilization of any University research facilities or any connection with my use of gift, grant, or contract research funds received through the University.

This agreement is made with the understanding that I am employed by Company hereinafter called "Employer," to whom I have prior obligations in regard to inventions. Provisions in this agreement concerning my assignment of all rights, title and interest in inventions to the University are subordinate to any patent agreement I have signed with my Employer, but only to the degree that a) the University and my Employer have reached or reach agreement on an equitable distribution of such rights, title and interest therein considering the parties' respective contributions to the making of the invention, including, but not limited to, the use of funds, facilities, and personnel and b) the University is able to perform its obligations to government and other third party supports of research as said obligations have been undertaken by University. Further this subordination is limited to inventions in which I am a sole or joint inventor under U.S. patent law and that the subordination extends only to my interest as an inventor or co-inventor and not to the University's interest through co-inventors owing an obligation of assignment to the University. In those cases when, pursuant to this subordination of rights, Employer holds title to inventions that would otherwise be assignable to University under this agreement, Employer hereby grants a nonexclusive royalty-free license to University for its research and educational uses of such inventions.

In addition, it is recognized that certain provisions of this Acknowledgement may be subordinate to provisions of a separate agreement(s) between the University and my employer for my utilization of University research facilities and/or my receipt of gift, grant, or contract research funds through the University as specified in such separate agreements(s), including, but not limited to, Research Agreement for the EBI between Shell International Exploration and Production Inc. and the Regents of the University of California and any companion agreements contemplated therein.

In the event any such invention shall be deemed by University to be patentable or protectable by an analogous property right, and University desires, pursuant to determination by University as to its rights and equities therein, to seek patent or analogous protection thereon, I shall execute any documents and do all things necessary, at University's expense, to assign to University all rights, title, and interest therein and to assist University in securing patent or analogous protection thereon. The scope of this provision is limited by California Labor Code Section 2870, to which notice is given below.

In the event I protest the University's determination regarding any rights or interest in an invention, I acknowledge my obligation: (a) to proceed with any University requested assignment or assistance;

(b) to give University notice of that protest no later than the execution date of any of the above-described documents or assignment; and (c) to reimburse University for all expenses and costs it encounters in its patent application attempts, if any such protest is subsequently sustained or agreed to and such patent or patent application is assigned to me by University.

I acknowledge that I am bound to do all things necessary to enable University to perform its obligations to grantors of funds for research or contracting agencies as said obligations have been undertaken by University.

University may relinquish to Company or its designee, all or a part of its right to any such invention, if, in its judgment, the criteria set forth in the Policy have been met.

I acknowledge that I am bound during any periods of employment by University or for any period during which I conceive or develop any invention during the course of my utilization of any University research facilities, or any gift, grant, or contract research funds received through the University.

In signing this agreement, I understand that the law, of which notification is given below, applies to me, and that I am still required to disclose all of my inventions to the University.

**NOTICE**

This acknowledgement does not apply to an invention which qualifies under the provision of Labor Code Section 2870 of the State of California which provides that:

(a) any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) result from any work performed by the employee for the employer.

(b) to the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

In any suit or action arising under this law, the burden of proof shall be on the individual claiming the benefits of its provisions.

Employee/Guest Name (Please print): \_\_\_\_\_

Employee/Guest Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee/Guest's Employer (Please print): \_\_\_\_\_

Authorized Employer Representative (Please print): \_\_\_\_\_

Signature of Authorized Employer Representative: \_\_\_\_\_

Date: \_\_\_\_\_